

02-08-2005

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To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

JPMorgan Chase Bank, N.A.

- Individual(s)
- General Partnership
- Corporation-State -
- Other Collateral Agent
- Association
- Limited Partnership

Citizenship (see guidelines)
Execution Date(s) December 20, 2004
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RCN Internet Services, Inc.
Internal Address:
Street Address: 105 Carnegie Center
City: Princeton
State: New Jersey
Country: USA Zip 08540

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Delaware
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance

- Assignment
- Security Agreement
- Other Release of Security Interest in Trademarks
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2308425
2291431

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Meredith Schorr
Internal Address: c/o White & Case LLP
Street Address: 1155 Avenue of the Americas
City: New York
State: New York Zip 10036
Phone Number: (212) 819-8753
Fax Number: (212) 354-8113
Email Address: trademarkdocket@whitecase.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Number _____
Expiration Date _____
b. Deposit Account Number 23-1705
Authorized User Name Meredith Schorr

9. Signature:

Meredith Schorr
Signature

2/1/05
Date

Meredith Schorr

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

02/07/2005 ECOOPER 00000021 2308425

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

NEWYORK 4639372 (2K)

TRADEMARK
REEL: 003116 FRAME: 0874

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 22, 2004, from JPMORGAN CHASE BANK, N.A. (as successor to The Chase Manhattan Bank), a national association, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to RCN INTERNET SERVICES, INC., a Delaware corporation, ("Obligor") with its principal place of business located at 105 Carnegie Center, Princeton, NJ 08540.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of June 3, 1999, as amended, modified or supplemented from time to time, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of June 3, 1999, among the Agent and Obligor ("Security Agreement No. 1"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, Security Agreement No. 1 was recorded in the Trademark Division of the United States Patent and Trademark Office on January 18, 2002, at Reel 2426 and Frame 0619;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of June 3, 1999, among the Agent and Obligor ("Security Agreement No. 2"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, Security Agreement No. 2 was recorded in the Trademark Division of the United States Patent and Trademark Office on June 17, 1999, at Reel 1914 and Frame 0105; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 20 day of dec, 2004, before me personally appeared Mary Ellen Egbert to me known who, being by me duly sworn, did depose and say that he/she is a Managing Director of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Jennifer A. Hergenreder
Notary Public

(Affix Seal Below)

JENNIFER A. HERGENREDER
NOTARY PUBLIC, State of New York
No. 01886117800
Qualified in New York County
Commission Expires November 1, 2008

Schedule A

U.S. Trademark Registrations

Title	Registration Number
EROL'S STORE	2,308,425
EROLS INTERNET & Design	2,291,431

509265-0894-08847-NY01.2446197.1

RECORDED: 02/04/2005

TRADEMARK
REEL: 003116 FRAME: 0879